

THOMPSON
HINE & FLORY LLP

Attorneys at Law

RECORDATION NO. 23238-B FILED

JAN 17 '01 11-24 AM

TS
SURFACE TRANSPORTATION BOARD

January 17, 2001

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded, entitled Acknowledgment, Consent and Release (the "Consent") executed by General Electric Co., Greenville, South Carolina, dated as of November 1, 2000.

The party to the enclosed Consent is:

General Electric Co.
300 Garlington Road
Greenville, SC

The said Consent has been entered into by General Electric Co. pursuant to the terms of that certain Railroad Use Agreement, dated as of November 16, 1998 between Kasgro Leasing, LLC, as successor in interest to OPM Services, Inc., and General Electric, under which, among other things, General Electric acknowledges and fully and completely authorizes, approves and consents to the collateral assignment by Kasgro Leasing, LLC to Heller Financial Leasing, Inc. of all of Kasgro Leasing, LLC's right, title and interest in and to the said Railroad Car Use Agreement. A Memorandum of the said Railroad Car Use Agreement was filed with the Board on November 30, 2000, and assigned Recordation No. 23238. The said collateral assignment was filed with the Board on November 30, 2000, and assigned Recordation No. 23238-A. The instant Consent should be recorded under the Recordation Number assigned to the Memorandum of Railroad Car Use Agreement as -B.

The units of equipment covered by the instant Consent are the flat railcars identified in Schedule I to the Memorandum of Railroad Car Use Agreement, as assigned.

A short summary of the Consent to appear in the STB Index follows:

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

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“Acknowledgment, Consent and Release, dated as of November 1, 2000 executed by General Electric Co., Greenville, South Carolina, consenting to the Collateral Assignment of Railroad Car Use Agreement between Kasgro Leasing, LLC as Assignor and Heller Financial Leasing, Inc. as Assignee, dated as of November 28, 2000.”

Enclosed is a remittance in the amount of \$26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III
*Attorney for purposes of this filing for
General Electric Co.*

Enclosures

110721
049849.03

GENERAL ELECTRIC - Greenville, SC.

SCHEDULE I

LNAL 70926
LNAL 70925
KRL 70924
KRL 70923
KRL 70922
KRL 70921

JAN 17 '01

11-24 AM

ACKNOWLEDGMENT, CONSENT AND RELEASE

SURFACE TRANSPORTATION BOARD

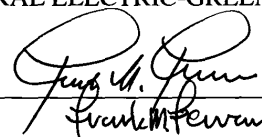
Pursuant to the terms of that certain Railroad Car Use Agreement dated November 16, 1998 (the "Agreement") between General Electric-Greenville ("GE-G") and OPM Services, Inc. ("OPM Services"), GE-G, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, does hereby acknowledge and fully and completely authorize, approve and consent to each of the following: (i) the execution, delivery and performance of OPM Services, as assignor, and Kasgro Leasing, LLC, a Pennsylvania limited liability company ("Kasgro Leasing"), as assignee, of an Assignment and Assumption Agreement ("Assignment") pursuant to which OPM Services will sell, assign, transfer and convey to Kasgro Leasing all of its right, title and interest in and to the Agreement and Kasgro Leasing will accept, assume and agree to perform and be bound by all of the obligations, responsibilities and covenants arising thereunder, (ii) the collateral assignment by Kasgro Leasing to Heller Financial Leasing, Inc. ("Heller") of all of Kasgro Leasing's right, title and interest in and to the Agreement. GE-G acknowledges that in the event of Kasgro Leasing's default under its agreement with Heller, Heller (or its agents or assigns) may, but is not obligated to, assume Kasgro Leasing's rights and obligations under the Agreement (provided, however, that in the absence of such assumption, GE-G agrees that Heller shall not be liable for any of the duties of Kasgro Leasing under the Agreement). GE-G agrees to provide Heller a copy of any notice of a breach under the agreement. A copy of the notice shall be sent to Heller Financial Leasing, Inc., 500 West Monroe St., Chicago, IL 60661, Attention: Portfolio Manager, CEFG. GE-G agrees that such collateral assignment shall not give rise to any duties or obligations on the part of Heller to GE-G.

GE-G does hereby fully release and forever discharge OPM Services and its officers, directors, shareholders, employees, successors, agents, and affiliates from all duties, obligations, responsibilities, covenants and liabilities arising under or pursuant to the Agreement, such discharge and release to be effective immediately upon the execution and delivery of the Assignment. GE-G shall indemnify and hold harmless OPM Services and its officers, directors, shareholders, employees, agents, successors and affiliates from and against all loss, liability, claim, damage or expense (including reasonable attorneys fees) arising from any claim or matter purported to be released pursuant to this instrument.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Acknowledgment, Consent and Release as of this 1 day of November, 2000.

GENERAL ELECTRIC-GREENVILLE

By: _____

 11/1/00
Frank M. PetersTitle: Adv. Logistics/Facility Maint./Training

STATE OF S. C.
COUNTY OF MYERLYNCE }

SS:

On this 1ST day of NOV, 2000, before me personally appeared FRANK FERNANDEZ to me personally known, who, being duly sworn, did say that he is LEADER of LOGISTICS, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Notary Public

Colin D. Heaton
11/1/00

COLIN D. HEATON
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

My Commission Expires
November 1, 2003

STATE OF S. C.
COUNTY OF MYERLYNCE }

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